



DIRECT PAYMENT TERMS AND CONDITIONS

48214 CARE (the “Program”) makes Direct Payments (defined herein) of fixed amounts for the purpose of meeting essential needs described and verified by Program applicants, including the undersigned (the “Applicant”), which cannot otherwise be met by the Program’s “mutual aid” resources. In consideration of the affirmation and agreement offered by the Applicant below, the Program, through MACC Development (the “Payor”), hereby agrees to pay the direct costs of a professional service provider (the “PSP”), on behalf of the Applicant, and in accordance with the terms and conditions outlined below and agreed to by the Applicant (the “T&C”):

1. **Direct Grant.** The term “Direct Payment” used herein refers to both this T&C and the dollar amount provided to the PSP. All Direct Payments provide a fixed amount of funding, based on a budget approved by the Grantor’s “task force” and leadership, for a need identified by the Program.
2. **Representation and Certifications.** By accepting this T&C, the Applicant represents and certifies that the request made through the Program for the Direct Payment is based on a good faith estimate of the cost for accomplishing the objectives of the Micro Grant, as provided by the PSP in writing, and that the funds will be used in accordance with those objectives and for no other purpose without the express permission of the Program and Grantor. In the event that Applicant fails to satisfy and uphold its representation and certifications made herein, Grantor reserves all rights and remedies available to it under the law.
3. **Payment.** Grantor, in reliance upon (i) the terms and conditions herein, (ii) the cost or quote information provided by the PSP, and (iii) the representations and certification made by the Applicant, intends to produce directly to the PSP the separately agreed-to Direct Payment award amount agreed to by the Applicant and Grantor through the Program, and shall do so by a method agreeable to Grantor and the PSP, including but not limited too app-based payment or a business check from the Grantor.
4. **Advanced Payment.** In rare circumstances, and only when deemed essential by the Program and Grantor according to the articulated and verified needs of the Applicant, the Grantor shall provide advanced payment of the Direct Payment to the PSP. Advanced payment may be paid all at once or in multiple parts, and Grantor shall likewise rely on all representations and certifications made herein in providing such advanced payment.
5. **Assumption of Risk, Waiver, Release, and Indemnity.** Applicant hereby references and integrates herein all assumptions of risk, waivers, releases and indemnifications agreed to and offered to the Program and Grantor via the “Waiver and Release” simultaneously required by the Grantor for Applicant’s participation in the Program. .

“Agree” to accept.